

THIS DOES NOT
CIRCULATE

Institute of Management
Labor Relations

AGREEMENT

AUG 0 1985

RUTGERS UNIVERSITY

Between

THE COUNTY OF MERCER

And

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

CHAUFFERS, WAREHOUSEMEN AND HELPERS

OF AMERICA

Union Local No. 35

()

Effective: January 1, 1985
Expiration: December 31, 1986

CONTENTS

Preamble

1. Recognition
2. Management Rights
3. Union Security
4. Work Schedules/Work Shifts
5. Overtime
6. Pay Scales or Rates of Pay
7. Call-in Time
8. Insurance and Retirement Benefits
9. Paid Leaves of Absence
 - 9.1 Bereavement Days
 - 9.2 Union Business Days
 - 9.3 Occupational Injury Leave
 - 9.4 Sick Leave
 - 9.5 Personal Leave
 - 9.6 Jury Duty
10. Absence Without Leave
11. Non-Paid Leaves of Absence
12. Child Care/Maternity Leave
13. Tuition Reimbursement
14. Seniority
15. Holidays
16. Grievance Procedure
17. Discipline/Discharge
18. Safety and Health
19. Equal Treatment
20. Work Rules
21. Annual Vacation Leave
22. Shift Pay
23. Longevity
24. Work Uniforms
25. Uniform Allowance
26. Classifications and Job Descriptions
27. Strikes and Lockouts
28. General Provisions
29. Maintenance of Standards
30. Separability and Savings
31. Termination

Appendixes

PREAMBLE

This Agreement, dated July 9, 1985, between the County of Mercer, hereinafter referred to as the "Employer", and Teamsters Union Local 35, hereinafter referred to as the "Union".

WHEREAS, the County has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees, insofar as such practices and procedures are appropriate to the functions and obligations of the County to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interests of the County and its citizens; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the statutes of the State of New Jersey; and

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits, and employment conditions of employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operations of the County and to provide an orderly and prompt method for handling and processing grievances; and

WHEREAS, the Employer and the Union entered into an Agreement on, May 23, 1985, which Agreement was approved by the Board of Chosen Freeholders.

NOW, THEREFORE, the parties agree with each other as follows:

1.

RECOGNITION

1.1 The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications listed under Appendix A hereto, and by reference made a part of this Agreement, and for such additional classification as the parties may later agree to include.

2.

MANAGEMENT RIGHTS

2.1 The Employer retains and may exercise all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey. Except as specifically abridged, limited, or modified by the terms of this Agreement between the Employer and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the Employer.

3.

UNION SECURITY

3.1 Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly union dues of such an employee from his pay and remit such deduction by the tenth day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Such deductions shall be made in compliance with N.J.S.A. 52:14.15.9(e) as amended. The authorization shall remain in effect unless terminated by the employee in accordance with N.J.S.A. 52:14-15.9(e) as amended.

3.2 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit, or any temporary employee who does not join within the date of satisfactory completion of the probationary period or the completion of a three (3) month period following the beginning of employment, whichever is sooner, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85 percent of the regular Union membership dues, fees, and assessments as certified by the Union to the Employer.

The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The determination of the appropriate representation fees, those employees covered, payroll deduction provision, challenges to fair share fee assessments, time for fair share payments, and all other questions relating to the Agency Shop Law and its proper interpretation shall be made in accordance with Public Law 1979, Chapter 477, and N.J.S.A. 34:13A5.4, et. al.

3.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action by the Employer under the provisions of this Article.

4.

WORK SCHEDULES/WORK SHIFTS

4.1 The work schedule for all full-time employees shall consist of ten (10) work days in a fourteen (14) day period.

The work week for all full time, flex-time employees shall consist of five (5) consecutive work days, Monday through Friday inclusive.

Any exceptions to the work schedules outlined above may be made by mutual agreement between the employer and the union.

4.2 The regular work shift for all employees working at Donnelly Memorial Hospital, except weekend flex-time employees, shall be for a period of eight (8) hours and fifteen (15) minutes including a one-half hour paid meal period.

The regular work shift for all employees working at the Mercer County Detention Center, Correction Center and Youth Detention Facility shall be for a period of eight (8) hours including a one-half hour paid meal period.

The regular work shift for all weekend flex-time employees working at Donnelly Memorial Hospital shall be for a period of twelve (12) hours and fifteen (15) minutes including two one-half hour paid meal periods.

4.3 The employer agrees that employees shall have their work schedules arranged in such a manner so as to ensure, on a rotation basis, that all employees shall have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.

4.4 The starting times of work shifts shall be determined by the employer on January 1 of each year. Changes in work shifts may be made by the employer after consultation with the Union and upon giving reasonable notice.

4.5 Rotating shifts shall not be implemented without negotiation with the Union.

5.

OVERTIME

5.1 Time and one-half the employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

a. All work performed in excess of eight (8) hours and fifteen (15) minutes daily.

b. All work performed in excess of forty-one (41) hours and fifteen (15) minutes weekly.

c. All work performed on the sixth continuous workday as such of any work week, excepting those operations exempted by mutual agreement between the Employer and the Union.

d. All work performed on a holiday.

e. All employees required to attend in-service meetings when they would not normally be on duty shall be paid at time and one-half for attending these meetings and will be guaranteed a minimum of one (1) hour of overtime pay per meeting.

5.2 Double time the employee's regular hourly rate of pay shall be paid for all authorized overtime work performed under the following conditions:

a. All work performed on the seventh continuous workday as such of any work week, excepting those operations exempted by mutual agreement between the Employer and the Union.

b. All consecutive hours of work performed in excess of sixteen (16) hours and fifteen (15) minutes.

5.3 Authorized sick days, vacation days, personal days, or any other authorized leave of absence with pay are considered workdays for the purpose of computation of overtime payments in Paragraphs 5.1 and 5.2 above.

5.4 Specific operations may be exempted from the overtime provisions outlined in Paragraphs 5.1 and 5.2 above by mutual agreement between the Employer and the Union.

5.5 When overtime is required, employees in the affected job classification, department, and shift shall be given the opportunity to volunteer for overtime. If volunteers are insufficient, the Employer will select employees for overtime by seniority, beginning with the least senior employee and rotating to distribute mandatory overtime as equally as possible.

5.6 The Employer will provide meals for employees working overtime through a regularly scheduled meal period with the stipulation that the employee has worked four (4) hours overtime, or if the employee is called in on an emergency basis before his starting time and works through the regular breakfast hour.

5.7 No employee covered by the provisions of this Agreement shall be authorized to receive compensatory time off in lieu of wages earned on overtime.

5.8 The provisions of this Article shall not apply where employees rearrange their work schedules for their own convenience.

6.

PAY SCALES OR RATES OF PAY

6.1 All employees covered by the provisions of this Agreement shall be compensated in accordance with the salary scales as promulgated in Appendix A for calendar year 1985 and Appendix B for calendar year 1986.

Part-time employees shall be paid an hourly rate of pay based upon the annual salary scale for their respective job title.

For the purposes of this Agreement, years of service referred to in Appendixes A and B shall be defined as the total number of years of employment as a nurse with the County of Mercer.

It is further understood that when an employee, by virtue of the total number of years of employment, advances from one salary scale to another salary scale within a respective title, said salary increase shall be implemented effective the January 1 or the July 1 following attainment of their year(s) of additional employment.

6.2 The pay scales as set forth in Appendixes A and B shall not be changed for the duration of this Agreement without the mutual consent of the Employer and the Union.

6.3 An employee who performs work in a higher pay classification other than his own for at least four (4) hours in any workday shall receive the higher rate of pay for such work for the entire period of time it is performed.

6.4 Those employees in the unit who receive a promotion to a higher classification shall be compensated in accordance with the appropriate salary scale as promulgated in Appendix A (1985) or Appendix B (1986) for their respective job classification.

7. CALL-IN TIME

7.1 Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one-half for such work and is guaranteed not less than four (4) hours pay at the overtime rate, provided, however, if the employee elects to leave upon completion of the work assignment and such assignment requires two (2) hours or less, said employee will be paid a minimum of two (2) hours at the overtime rate.

If the assignment exceeds two (2) hours, the employee shall be entitled to the guaranteed four (4) hours pay at the overtime rate.

7.2 In the event that an employee's call-in time work assignment and his/her regular shift overlap, said employee shall be paid in the following manner.

a. If the employee's call-in time work assignment commences more than two (2) hours prior to the start of his/her normal shift, said employee shall be paid time and one-half for all hours worked prior to the start of his normal shift. Effective as of the starting time of his/her normal shift, said employee shall then be paid at his/her normal straight time rate of pay.

b. If the employee's call-in time work assignment commences less than two (2) hours prior to the start of his/her normal shift, said employee shall be paid at the rate of time and one-half for the first two (2) hours worked and for the balance of this employee's regular shift, he/she shall be paid at their normal straight time rate of pay.

8.

INSURANCE AND RETIREMENT BENEFITS

8.1 The County agrees to provide eligible employees and their eligible dependents with Hospitalization, Medical and Major Medical Insurance through the New Jersey State Health Benefits Program or to provide equivalent or better health benefits coverage through a self-insurance program or independent insurance carrier. The premium costs for said programs shall be fully paid by the County except that in the election of an HMO program, an eligible employee shall continue to be required to pay, through payroll deductions, the difference in cost, if any, between standard Hospital/Medical coverage and HMO coverage.

8.2 The County agrees to provide Hospital/Medical insurance to eligible retired employees in accordance with the provisions of Chapter 88, Public Law of 1974. Said insurance will continue under any self-insurance program or independent carrier the County may choose.

8.3 The County agrees to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public Employees' Retirement System.

8.4 The County agrees to provide a \$3.00 co-payment Prescription Drug Program to eligible employees and their eligible dependents; the premium costs for said program to be paid by the County. Further, for the purposes of this Program, eligible employees shall be defined as all full-time permanent employees only.

8.5 The County agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible County employee in accordance with the provisions established by Resolution Number 76-405, adopted September 14, 1976.

8.6 The County agrees to provide a Dental Insurance Program to eligible employees and their dependents; the premium costs for said program to be paid by the County. Eligible employees, for the purposes of this Program, shall be defined as all full-time permanent employees only.

9.

PAID LEAVES OF ABSENCE

9.1 Bereavement Days. In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, or any other relative living in the household of the employee, said employee shall be excused for a period not to exceed five (5) consecutive days (to include scheduled days off) for bereavement purposes, beginning with the day of death or the day after the date of death. In the event of the death of a grandparent or grandchild not living in the household of the employee, said employee shall be excused for the day of the funeral only. The employee will be paid his regular hourly rate for any such days of excused absence which occur during his normal work week, but in no event more than eight (8) hours and fifteen (15) minutes pay for any one day.

9.2 Union Business Days. An employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence with pay for the time necessary to conduct Union business or attend conventions. The Union shall be authorized an aggregate of no more than ten (10) days in any calendar year for the above purpose, provided a request for such days is made in writing and authorization granted by the division head. The Union President or his designee shall be allowed such time off as is necessary to conduct intra-county Union business, provided that prior approval is requested and authorization granted by the employee's division head; such authorization shall not be unreasonably denied.

9.3 Occupational Injury Leave. Any employee who is disabled because of occupational injury or illness shall be covered by the provisions of the New Jersey Workers' Compensation Law from the day after the date of injury or illness and shall be eligible for a leave of absence for the entire period of disability.

Employees on an authorized leave of absence shall be paid temporary workers' compensation benefits for the period of their disability in accordance with the eligibility criteria established by the New Jersey Workers' Compensation Law. Said employees shall also receive sick and vacation leave credits during the period of their disability. Personal leave and clothing allowance credits shall not accrue during this period of disability.

Employees returning from authorized leave of absence as set forth above shall be restored to their original job classification and shift, at the then appropriate rate of pay, with no loss of seniority or other employee rights and privileges.

9.4 Sick Leave. All full-time permanent, full-time temporary or full-time provisional employees shall be entitled to sick leave with pay.

a. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, maternity, accident, or exposure to contagious disease. Sick leave may also be utilized for short periods for the attendance by the employee upon a member of the immediate family who is seriously ill. Sick leave may be taken in one-half day units.

b. The minimum sick leave with pay shall accrue to any full-time permanent employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1 of each succeeding year.

c. The minimum sick leave with pay shall accrue to any full-time temporary, full-time provisional, or full-time CETA employee at the rate of one working day per month as earned.

d. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

c. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment excepting as provided under Article entitled, "Insurance and Retirement Benefits", Paragraph 8.5.

f. If an employee is absent for reasons that entitle him to sick leave, the employee's supervisor shall be notified promptly as of the employee's usual reporting time, except in those situations where notice must be made prior to the employee's starting time in compliance with specific department regulations.

(1) Failure to so notify his supervisor shall be cause for denial of the use of sick leave for that absence.

(2) Absence without proper notice for five (5) consecutive days shall constitute a resignation not in good standing.

g. (1) The Employer may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

(2) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

(3) The Employer may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined by the County Medical Examiner or by a physician designated by the Medical Examiner. Such examination shall establish whether the employee is capable of performing his normal duties without limitations and that his return will not jeopardize the health of the other employees.

h. Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to sick leave.

i. Sick leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on any leave without pay except active military leave.

j. Regularly scheduled part-time permanent employees shall earn sick leave at the rate of one (1) day for each twenty (20) days worked.

9.5 Personal Leave. All full-time permanent employees covered by the provisions of this Agreement shall be entitled to three (3) days per year leave of absence with pay for personal business which may be taken in one-half day units. Said leave shall not be taken unless 48 hours notice thereof has been given to the employee's supervisor. In the event that 48 hours notice cannot be given, said leave may be taken only upon authorization of said supervisor. The Employer reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation leave.

9.6 Jury Duty. All employees covered by the terms of this Agreement shall be granted a leave of absence with pay when required to serve on jury duty.

Employees granted this leave of absence shall be required to return or reimburse the Employer for any jury fees or compensation received by them for serving on jury duty.

In the event that an employee is released from jury duty prior to the end of his work shift, said employee shall be required to report to work for the remainder of his/her shift.

For the purposes of this Article, any employee who is called upon to serve jury duty shall have his/her work schedule adjusted, if necessary, to place him/her on the normal (daytime) shift for the period of time he/she is required to serve jury duty.

10.

ABSENCE WITHOUT LEAVE

10.1 Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

10.2 Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted, shall be unauthorized absence and may be cause for disciplinary action.

11.

NON-PAID LEAVES OF ABSENCE

11.1 A permanent employee shall be entitled to a leave of absence without pay to accept a permanent appointment with another governmental agency in New Jersey for a period not to exceed four (4) months.

11.2 The Employer will grant leaves of absence to two (2) employees, not more than one from any division, to accept full-time Union employment. Sixty (60) days notice in writing shall be given to the Employer by any employee requesting such leave.

11.3 All other leaves of absence without pay shall be at the discretion of the Employer.

11.4 Employees returning from authorized leaves of absence as set forth in the paragraph(s) above will be restored to their original classifications and salaries which they were earning at the time leave was granted. Said employees will suffer no loss of seniority or other employee rights, privileges, or benefits, provided, however, that sick leave, vacation leave, and longevity credits shall not accrue except for those on military leave.

12.

CHILD CARE/MATERNITY LEAVE

12.1 A permanent female employee covered by the terms of this Agreement shall be entitled to a leave of absence without pay for maternity purposes. Said leave shall be granted for a three month period upon written certification of the employee's physician that she is unable to work due to her pregnancy and/or

childbirth and may be extended for additional three (3) month periods. This certification is subject to approval by the County Physician. Further, all employees shall be required to be examined by the County Physician and certified by him/her as fit to return to work prior to their return to work.

12.2 Notwithstanding the provisions of Article 9.4 (Sick Leave With Pay) and Article 12.1 (Maternity Leave Without Pay), a permanent female employee covered by the terms of this Agreement shall be entitled to a leave of absence without pay for child care purposes for a period of one (1) year. Said leave shall commence effective upon the date of birth of the employee's child and under no circumstances shall it be extended beyond this one (1) year period.

13.

TUITION REIMBURSEMENT

13.1 The Employer will pay the tuition cost for all continuing education required by the Employer as a condition of employment.

14.

SENIORITY

14.1 Seniority is defined as an employee's total continuous length of service with the County beginning with his initial date of hire. In the case of employees of Donnelly Memorial Hospital, date of hire shall be defined as date of hire with that institution. Any authorized leave of absence is considered to be continuous service.

14.2 Seniority shall be given preference in layoffs, demotions, recall, vacation, scheduling, and work shifts as defined in Paragraph 14.3 below.

When promotional lists are promulgated by Civil Service, the County shall have the discretion to select for promotion the most senior employee or the number one (1) employee on the list.

Where ability to perform work and physical fitness are considerations in application of the above paragraph, determinations shall be made by the Employer.

14.3 Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts on a seniority basis only when vacancies occur or change in the number of employees per shift are being made. Where such vacancy occurs, or where there is a change in the number of employees per shift, a senior employee will not be permitted or required to wait longer than one (1) year to exercise his preference of shift over a less senior employee.

14.4 The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of same to the Union upon request.

14.5 The Employer shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

15.

HOLIDAYS

15.1 The following days are recognized paid holidays whether or not worked:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

15.2 For all employees working a continuous operations schedule, holidays enumerated in paragraph 15.1 above which fall on a Saturday or Sunday shall be observed on the Saturday or Sunday. This Saturday or Sunday observance shall be utilized as the date for overtime and holiday pay calculations. Holidays which fall within an employee's vacation period shall not be charged as vacation days.

15.3 In order to be eligible for holiday pay, an employee must be on the active payroll of the Employer and must have worked his full regularly scheduled workday before and after the holiday, unless such absence is authorized with pay or ordered.

16.

GRIEVANCE PROCEDURE

16.1 A grievance is defined as:

a. A claimed breach, misinterpretation, or improper application of the terms of this Agreement; or

b. A claimed violation, misinterpretation, or misapplication of rules and regulations, existing policy or orders, applicable to the division or department which employs the grievant affecting the terms and conditions of employment.

A claimed grievance shall be discussed between the employee and a supervisor and, if unresolved after discussion, shall be resolved in the following manner:

Step One: The Union steward or employee, or both, shall take up the grievance with the employee's division head within ten (10) days of its occurrence. It shall be stated in writing and signed by the grievant. No later than five (5) days after receipt of grievance, the division head shall meet with the grievant to discuss the grievance. The division head shall render a decision in writing within five (5) days after the meeting.

Step Two: If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing to the department director within five (5) days from receipt of the response from the division head. No later than five (5) days after receipt of grievance, the department director shall meet with the grievant to discuss the grievance. The department director shall give an answer in writing no later than five (5) days after the meeting.

Step Three: If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing to the County Administrator within five (5) days from receipt of the response from the Department Director. No later than five (5) days after receipt of the grievance, the County Administrator or his designee, shall meet with the grievant and the Union to discuss the grievance and shall give an answer in writing no later than five (5) days after this meeting.

Step Four: If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of the County is due, by written notice to the County Administrator shall request the Public Employment Relations Committee to supply the parties with a panel of arbitrators. The arbitrator shall be selected by the parties in accordance with the rules promulgated by the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on all parties; it being expressly understood that such binding arbitration is limited exclusively to disputes involving the application, meaning, or interpretation of this Agreement and to violations, misinterpretations, or misapplication of any rules, regulations, policy, or ordinance.

16.2 Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

16.3 The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. An employee so designated by the Union will be permitted to confer with other Union representatives, employees, and employment representatives regarding matters of employee representation, during working hours and without loss of pay provided, however, all said employees shall secure the permission of their immediate superior, which permission shall not be unreasonably withheld.

16.4 Representatives of the Union, who are not employees previously accredited to the Employer in writing by the Union, shall be permitted to come on the premises of the employer for the purpose of investigating and discussing grievances, so long as such right is reasonably exercised and there is no undue interference with work progress, provided, however, they first obtain permission to do so from the employee's department director or his designated representative, permission for which shall not be unreasonably withheld.

17. DISCIPLINE/DISCHARGE

17.1 It is expressly understood that the Employer shall have the right to discipline any employee; however, the Employer agrees that it shall not discipline or discharge any employee covered by the terms of this Agreement without just cause.

17.2 Any employee who is disciplined or discharged shall have the right to appeal this disciplinary action. It is expressly understood that an employee shall

only be entitled to one avenue of appeal and further, that these appeals shall be handled in accordance with the following procedure:

a. A permanent employee against whom disciplinary action has been taken which resulted in a suspension or fine of more than five days at one time; suspensions or fines more than three times or for an aggregate of more than fifteen days in one calendar year; demotion, discharge or resignation not in good standing shall be required to exercise his statutory right of appeal to the Civil Service Commission and shall be precluded from having the Union move his appeal to binding arbitration.

b. The Union, in behalf of a permanent employee against whom disciplinary action has been taken which does not result in a penalty enumerated in paragraph 17.2(a) above, shall have the right to appeal this disciplinary action to binding arbitration in accordance with Step IV of the Grievance Procedure.

c. The Union, in behalf of a provisional or unclassified employee against whom any disciplinary action has been taken, shall have the right to appeal this disciplinary action to binding arbitration in accordance with Step IV of the Grievance Procedure.

18.

SAFETY AND HEALTH

18.1 The Employer shall at all times maintain safe and healthful working conditions and will provide employees with wearing apparel, tools, or devices deemed necessary in order to ensure their safety and health. When such materials are issued, they shall be used. Failure to utilize said safety materials when issued shall be cause for disciplinary action.

18.2 The Employer and the Union shall each designate a safety committee member and two alternates. It shall be the joint responsibility of the members or their alternates to investigate and correct unsafe and unhealthful conditions. The members or their alternates shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Union or one of his alternates, with the approval of the Employer, shall be permitted reasonable opportunity to visit work locations throughout the Employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

19.

EQUAL TREATMENT

19.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, Union membership, or Union activities.

19.2 The Employer and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

19.3 The words "his" or "her" shall include both sexes.

20.

WORK RULES

20.1 The Employer may after consultation with the Union establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

20.2 Such work rules shall be subject to the grievance procedure.

21.

ANNUAL VACATION LEAVE

21.1 All full-time permanent employees shall be entitled to vacation leave based on their years of continuous service. Periods on a leave of absence without pay except military leave shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation leave.

21.2 Annual vacation leave with pay for all full-time permanent employees shall be earned as follows:

a. One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.

b. After one (1) year and to completion of five (5) years, twelve (12) working days.

c. From beginning of sixth year to completion of tenth year, fifteen (15) working days.

d. From beginning of eleventh year to completion of fifteenth year, twenty (20) working days.

e. After completion of fifteenth year, twenty-five (25) working days.

21.3 Annual vacation leave with pay for all full-time temporary, full-time provisional, and CETA employees shall be earned at the rate of one (1) day per month.

21.4 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding his vacation period.

21.5 An employee who is called back to work while on authorized vacation, shall be paid one day's pay in addition to regular day's pay and shall not lose vacation day or days.

21.6 Vacation allowance must be taken during the current calendar year unless the Employer determines that it cannot be taken because of the pressure of work. Any vacation allowance so denied may be carried over into the next succeeding year. A maximum of ten (10) vacation days, at the option of the employee, may be carried over from one calendar year into the succeeding calendar year only.

21.7 A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return.

21.8 An employee covered by this Agreement who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

Whenever an employee covered by this Agreement dies, having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

21.9 Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to vacation leave. Part-time permanent employees shall be entitled to vacation leave on a prorated basis of one (1) day for each twenty (20) days worked.

21.10 Vacation leave credits shall continue to accrue while an employee is on leave with pay. Vacation credits shall not accrue while an employee is on leave without pay except military leave.

21.11 The Employer may request all employees covered by this Agreement to submit their choice of vacation periods by March of each year. Seniority shall control the choice of vacation periods. The Employer shall not unreasonably deny an employee permission to begin a scheduled vacation period on the day of the week of his choice.

22.

SHIFT PAY

22.1 Employees working on shifts of which the majority of working hours fall between 2:45 p.m. and 11:00 p.m. shall receive in addition to their regular pay an additional forty-five (45) cents per hour in calendar year 1985 and fifty (50) cents per hour in 1986. Said differential shall be paid for all hours worked on that shift.

Employees working on shifts of which the majority of working hours fall between 10:45 p.m. and 7:00 a.m. shall receive in addition to their regular pay an additional forty (40) cents per hour in calendar year 1985 and forty-five (45) cents per hour in 1986. Said differential shall be paid for all hours worked on that shift.

23.

LONGEVITY

23.1 Every full-time employee, temporary or permanent, classified or unclassified of the County of Mercer, shall be paid longevity payments on a prorated basis with each salary check during the calendar year, and such longevity payment shall be considered in total with the salary for pension purposes.

Employees having completed five (5) years of continuous service will have added to their gross per annum pay an additional \$300 commencing with the first pay of the first full pay period following said anniversary of hire, and for the completion of each additional five (5) years of service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay, an additional \$400.

Any interruption of service due to a cause beyond the control of the employee, i.e. for military service, injury, or illness, shall be considered as service for the County of Mercer for the purpose of determining the completion of said cumulative period of service with the County of Mercer. Nothing contained in this Article shall be construed to apply to any person whose employment has been terminated for any reason prior to the effective date of the adoption of this contract.

Such additional longevity payments shall be paid notwithstanding the maximum salary provided for such employment.

24.

WORK UNIFORMS

24.1 The Employer agrees to reimburse all new full-time employees hired by the Employer for the purchase of three (3) uniforms and one (1) pair of shoes. The maximum amount of reimbursement shall either be the actual cost to the employee for the purchase of said uniforms and shoes or the cost to the Employer to provide said uniforms and shoes, whichever dollar amount shall be less.

The Employer agrees to pay this reimbursement at the completion of an employee's working test period or at the completion of three (3) full months of employment, whichever occurs first.

25.

UNIFORM ALLOWANCE

25.1 The Employer agrees to pay each full-time employee covered by this Agreement a \$200 annual uniform allowance for calendar year 1985 to be used by the employee for the maintenance and replacement of his uniform. This uniform allowance shall be increased to \$250 annually in calendar year 1986.

25.2 The allowance referred to in Paragraph 25.1 above shall be earned on a monthly basis, provided the employee works a minimum of one (1) day in any calendar month and shall be paid annually during the first week in December.

25.3 New employees, retired employees, deceased employees, or employees on an authorized leave of absence excepting educational leaves of absence or those leaves of absence provided for in Paragraphs 11.1 and 12.1 shall be paid a prorated share of the annual uniform allowance for each calendar month in which the employee works at least one (1) day, payable during the first week in December.

25.4 Part time employees shall be entitled to a prorated share of the annual uniform allowance payable during the first week in December.

25.5 Employees who voluntarily terminate their employment with the County of Mercer, excepting as provided in Paragraph 25.3 above, or whose employment is terminated for cause shall not be entitled to payment of the annual uniform allowance or any prorated portion thereof.

25.6 The annual uniform allowance shall only be applicable to those employees who are uniformed.

26. **CLASSIFICATIONS AND JOB DESCRIPTIONS**

26.1 The classifications for employees covered by this Agreement are attached hereto as Appendixes A and B and by reference are made part of this Agreement.

26.2 If during the term of this Agreement the Employer determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications, the parties agree that they will consult with a view toward arriving at a mutually acceptable determination, including the rate of pay thereof, prior to such changes being made effective. Should the parties fail to agree, the matter will be referred to the grievance procedure commencing with Step Two of this Agreement.

26.3 Whenever a vacancy occurs in a regular work shift and/or job assignment in the job classifications covered by this Agreement, said vacancy shall be posted for bid for a period of seven (7) working days. During this period employees holding such title shall be required to indicate their interest in writing to either the Director of Nurses (Donnelly Hospital) or the County Administrative Nurse (Correction Center, Detention Center or Youth Detention Facility). The filling of said vacancy from the list of interested employees shall be done on the basis of seniority within the institution with the understanding that the employer retains the right not to award the job to the most senior employee when ability to perform the job or special qualifications are considerations in the application of the above.

27. **STRIKES AND LOCKOUTS**

27.1 In addition to any other restriction under the law, the Union and its members will not cause a strike or work stoppage of any kind, nor will any employees take part in a strike, intentionally slow down the rate of work, or in any manner cause interference with or stoppage of the Employer's work.

27.2 The Employer shall follow the grievance procedure for which provision is made herein, and the Employer shall not cause any lockout.

28. **GENERAL PROVISIONS**

28.1 The Employer agrees to make available one locked glass enclosed bulletin board to be located in the nurses' lounge at Donnelly Memorial Hospital. Bulletin Boards shall also be provided the nurses at the Detention and Correction Centers, said bulletin boards to be located in the Medical Departments at the respective institutions.

Said bulletin board shall be used for posting of notices concerning Union business and shall be submitted to the Employer prior to posting.

28.2 The provisions of this Agreement shall only apply to those employees in the unit who are on the County payroll and actively at work on or after the date of the execution of this Agreement and those former employees whose employment was terminated by death or retirement prior to the date of execution of this Agreement.

29.

MAINTENANCE OF STANDARDS

29.1 The Employer agrees that all conditions of employment in their individual operations relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

30.

SEPARABILITY AND SAVINGS

30.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

30.2 Upon request of either party, the parties agree to meet and renegotiate any provision so affected.

31.

TERMINATION

31.1 Subject to the terms of this Agreement and the grievance procedure, the Employer has the right and responsibility to direct the affairs of the County including the right to plan, control, and direct the operation of the equipment and work forces, to relieve employees due to lack of work, and to contract for and subcontract out services except that the Employer agrees that there will be no subcontracting of work which can be done by the regular work forces.

31.2 This Agreement shall be retroactive to the first day of January 1985 and shall remain in full force and effect until the 31st day of December 1986. It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify the Agreement. Such notice shall be made by certified mail or personal service by August 18 of any succeeding year.

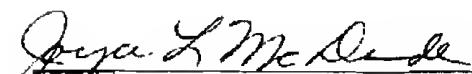
In the event that such notice is given, negotiations shall begin not later than 120 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

31.3 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

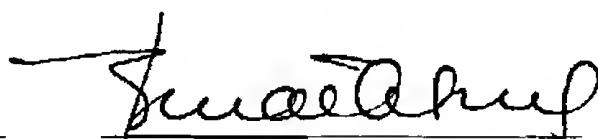
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on July 12, 1985.

ATTEST:

COUNTY OF MERCER



Joyce L. McDade, Clerk
Board of Freeholders



Bill Mathesius
County Executive

ATTEST:

TEAMSTERS LOCAL 35



Anthony J. D'Artiglio
Secretary-Treasurer



Frank J. Lucidi
President

APPENDIX A
1985 Salary Scale

	<u>1/1/85</u>	<u>7/1/85</u>
<u>Supervisor of Nurses</u>	\$22,250	\$23,000
<u>Head Nurse</u>	21,000	21,500
<u>Graduate Nurse (R.N.)</u>		
2 years or more of employment	19,600	20,100
1 year of employment	18,850	19,350
Hiring Rate	18,100	18,600
<u>Graduate Nurse (Unlicensed)</u>	16,500	
<u>Licensed Practical Nurse</u>		
4 years or more of employment	16,950	17,450
2 to 3 years of employment	15,850	16,350
Less than 2 years of employment	14,750	15,250
<u>Practical Nurse (Unlicensed)</u>	13,500	
<u>Senior Licensed Practical Nurse</u>	18,150	18,650

APPENDIX B
1986 Salary Scale

	<u>1/1/86</u>	<u>7/1/86</u>
<u>Supervisor of Nurses</u>	\$23,750	\$24,500
<u>Head Nurse</u>	22,250	22,750
<u>Graduate Nurse (R.N.)</u>		
2 years or more of employment	20,700	21,200
1 year of employment	19,950	20,450
Hiring Rate	19,200	19,700
<u>Graduate Nurse (Unlicensed)</u>	17,000	
<u>Licensed Practical Nurse</u>		
4 years or more of employment	17,950	18,450
2 to 3 years of employment	16,850	17,350
Less than 2 years of employment	15,750	16,250
<u>Practical Nurse (Unlicensed)</u>	14,000	
<u>Senior Licensed Practical Nurse</u>	19,150	19,650